

**DEFENSE**

**Procurement**

**Agreement Between the  
UNITED STATES OF AMERICA  
and JAPAN**

Effectuated by Exchange of Notes at  
Tokyo June 3, 2016



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

## **JAPAN**

### **Defense: Procurement**

*Agreement effected by exchange of notes at  
Tokyo June 3, 2016;  
Entered into force June 3, 2016.*

Translation

Tokyo, June 3, 2016

Excellency:

I have the honor to refer to the recent discussions between representatives of the Government of Japan and representatives of the Government of the United States of America concerning reciprocal defense procurement.

The Government of Japan and the Government of the United States of America have increased their cooperation in the acquisition of defense systems. In particular, under the Mutual Defense Assistance Agreement between Japan and the United States of America, signed at Tokyo on March 8, 1954, the Government of the United States of America has approved the transfer of various defense-related goods and technologies to Japan, and the Government of Japan has promoted the transfer of defense-related goods and technologies in order to ensure the effective operation of the Japan-United States security arrangements.

In consideration of the continuing mutually beneficial relationship between the two Governments in the field of cooperation on reciprocal defense procurement, I have further the honor to propose on behalf of the Government of Japan the following:

1. The Government of Japan and the Government of the United States of America shall ensure sound processes for reciprocal defense procurement by the Ministry of Defense of Japan and by the Department of Defense of the United States of America, respectively, in accordance with detailed arrangements to be made under paragraph 3, in order to enhance defense cooperation, inter alia, by achieving and maintaining fair and equitable opportunities for the industry of each country to participate in such defense procurement.

Her Excellency  
Ms. Caroline B. Kennedy  
Ambassador Extraordinary  
and Plenipotentiary  
of the United States of America

2. The Government of Japan and the Government of the United States of America shall conduct reciprocal defense procurement in accordance with the applicable laws and regulations of their respective countries regarding the waiver of the prohibition to procure non-domestic products.

3. The detailed arrangements for reciprocal defense procurement shall be made between the competent authorities of the two Governments in order to implement the present agreement. The competent authority of the Government of Japan shall be the Ministry of Defense. The competent authority of the Government of the United States of America shall be the Department of Defense. All defense procurement between the Ministry of Defense of Japan and the Department of Defense of the United States of America shall be conducted in accordance with those detailed arrangements and subject to the terms of the present agreement.

4. The competent authorities of the two Governments shall consult with each other on any matter that may arise from or in connection with reciprocal defense procurement by the Ministry of Defense of Japan or by the Department of Defense of the United States of America with a view to finding a mutually acceptable solution. If the matter cannot be resolved through such consultations, consultations between the Government of Japan and the Government of the United States of America shall be held through diplomatic channels with a view to finding a mutually acceptable solution.

5. Defense procurement by the Ministry of Defense of Japan and by the Department of Defense of the United States of America shall be conducted in accordance with their respective laws and regulations and subject to the availability of appropriated funds in each country.

6. The present agreement shall remain in force for five years. However, either Government may terminate the present agreement at any time by giving to the other Government at least six months' written advance notice through diplomatic channels of its intention to terminate it. The present agreement may be amended by mutual written agreement of the two Governments.

I have further the honor to propose that, if the foregoing proposals are acceptable to the Government of the United States of America, this Note and Your Excellency's Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my  
highest consideration.

Fumio Kishida  
Minister for Foreign Affairs  
of Japan

書簡をもって啓上いたします。本大臣は、相互の防衛調達に関し日本国政府の代表者とアメリカ合衆国政府の代表者との間で行われた最近の討議に言及する光榮を有します。

日本国政府及びアメリカ合衆国政府は、防衛システムの取得における協力を促進してきました。特に、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に基づき、アメリカ合衆国は、各種の防衛分野における物品及び技術の日本国に対する供与を承認してきており、また、日本国政府は、日米安全保障体制の効果的運用を確保するために、防衛分野における物品及び技術の供与を促進してきました。

本大臣は、更に、相互の防衛調達に関する協力の分野において両政府の間に引き続いて存在する相互に有益な関係を考慮して、日本国政府に代わって次のとおり提案する光榮を有します。

1 日本国政府及びアメリカ合衆国政府は、特に、それぞれの国の産業界が日本国防衛省及びアメリカ合衆国国防省による相互の防衛調達に参加する公正かつ衡平な機会を達成し、及び維持することによって、防衛協力を強化するために、3の規定に基づいて行われる細目取極に従って、それぞれ、当該防衛調達のための健全な手続を確保する。

2 日本国政府及びアメリカ合衆国政府は、国内産品でないものの調達の禁止の免除に関するそれぞれの国の適用可能な法令に従って相互の防衛調達を行う。

3 この取極を実施するため、相互の防衛調達のための細目取極が両政府の権限のある当局の間で行われる。日本国政府の権限のある当局は、防衛省とする。アメリカ合衆国政府の権限のある当局は、国防省とする。日本国防衛省とアメリカ合衆国防省との間の全ての防衛調達は、当該細目取極及びこの取極の条件に従って行われる。

4 両政府の権限のある当局は、日本国防衛省又はアメリカ合衆国防省による相互の防衛調達から又は当該防衛調達に関連して生ずることのあるいかなる問題についても、相互に受け入れることのできる解決を図るために協議する。そのような協議を通じて問題を解決することができない場合には、相互に受け入れることのできる解決を図るために外交上の経路を通じて両政府間の協議が行われる。

5 日本国防衛省及びアメリカ合衆国防省による防衛調達は、それぞれの国の法令及び利用可能な予算に従って実施される。

6 この取極は、五年間効力を有する。もっとも、いずれの一方の政府も、他方の政府に対しこの取極を終



了させる意思を少なくとも六箇月の事前の書面による通告をもって外交上の経路を通じて表明することにより、いつでもこの取極を終了させることができる。この取極は、両政府間の相互の書面による合意により改正することができる。

本大臣は、更に、前記の提案がアメリカ合衆国政府にとって受諾し得るものであるときは、この書簡及び閣下の返簡が両政府間の合意を構成し、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

二千十六年六月三日に東京で

日本国外務大臣

岸田文雄

アメリカ合衆国特命全權大使

キャロライン・B・ケネディ閣下

Tokyo, June 3, 2016

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

"Excellency:

I have the honor to refer to the recent discussions between representatives of the Government of Japan and representatives of the Government of the United States of America concerning reciprocal defense procurement.

The Government of Japan and the Government of the United States of America have increased their cooperation in the acquisition of defense systems. In particular, under the Mutual Defense Assistance Agreement between Japan and the United States of America, signed at Tokyo on March 8, 1954, the Government of the United States of America has approved the transfer of various defense-related goods and technologies to Japan, and the Government of Japan has promoted the transfer of defense-related goods and technologies in order to ensure the effective operation of the Japan-United States security arrangements.

In consideration of the continuing mutually beneficial relationship between the two Governments in the field of cooperation on reciprocal defense procurement, I have further the honor to propose on behalf of the Government of Japan the following:

His Excellency  
Fumio Kishida,  
Minister for Foreign Affairs of Japan

1. The Government of Japan and the Government of the United States of America shall ensure sound processes for reciprocal defense procurement by the Ministry of Defense of Japan and by the Department of Defense of the United States of America, respectively, in accordance with detailed arrangements to be made under paragraph 3, in order to enhance defense cooperation, inter alia, by achieving and maintaining fair and equitable opportunities for the industry of each country to participate in such defense procurement.
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3. The detailed arrangements for reciprocal defense procurement shall be made between the competent authorities of the two Governments in order to implement the present agreement. The competent authority of the Government of Japan shall be the Ministry of Defense. The competent authority of the Government of the United States of America shall be the Department of Defense. All defense procurement between the Ministry of Defense of Japan and the Department of Defense of the United States of America shall be conducted in accordance with those detailed arrangements and subject to the terms of the present agreement.
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regulations and subject to the availability of appropriated funds in each country.

6. The present agreement shall remain in force for five years. However, either Government may terminate the present agreement at any time by giving to the other Government at least six months' written advance notice through diplomatic channels of its intention to terminate it. The present agreement may be amended by mutual written agreement of the two Governments.

I have further the honor to propose that, if the foregoing proposals are acceptable to the Government of the United States of America, this Note and Your Excellency's Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration."

I have further the honor to confirm on behalf of the Government of the United States of America that the foregoing proposals are acceptable to the Government of the United States of America and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.



Caroline Kennedy  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America